

completely vitiated.⁷¹ As the D.C. Circuit has stated, the requirement that the FCC consider waivers “emphatically does not contemplate that an agency must or should tolerate evisceration of a rule by waivers.”⁷² MCI is asking the Commission to eviscerate the rule. Moreover, if MCI’s approach is adopted, the decision whether to grant a waiver would essentially be automatic, not a decision based on rational, articulated standards as required by the case law, and would result in an “outrageous, unpredictable, and unworkable policy that is susceptible to discriminatory application.”⁷³

BellSouth notes that GWI’s proposal goes beyond MCI’s and Fortunet’s and is equally unlawful. GWI has asked the Commission to reduce the principal amount of C and F block debt by more than 60%. This would plainly be unlawful, as discussed in Section II.A. GWI won some hotly contested markets, including Atlanta, Miami, and San Francisco. Allowing it to reduce its principal as it asks would reduce its bid well below many other actual bids. For example, in Athens, Georgia, GWI’s reduced price would be below 8 bids by Georgia Independent PCS and 6 bids by Southeast Wireless.⁷⁴ GWI’s reduced principal has already been outbid many times.

GWI also asks to extend the installment payment term from ten to fifteen years. There is no conceivable justification for allowing a licensee more time to pay for a license than the ten-year term of the license, however, and accordingly adoption of this proposal would be arbitrary and

⁷¹ See *LEOSAT Corp.*, 8 F.C.C.R. 668 at ¶ 23 (1993) (denying a waiver of fee filing rules because the applicant’s circumstances were not unique, and similar “claims could be made by virtually any applicant and, if accepted, would vitiate the Form 155 requirement.”); accord *Howard LP Television, Inc.*, 100 F.C.C.2d 1391, 1393 (1985); *Citizen Television Corp.*, 100 F.C.C.2d 170, 173-74 (1985).

⁷² *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969), *cert. denied*, 409 U.S. 1027 (1972).

⁷³ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1167 (D.C. Cir. 1990).

⁷⁴ See the Appendix, which contrasts the bids with GWI’s proposed principal reduction.

capricious.⁷⁵ GWI would also eliminate the accrual of interest for a minimum of five years, which is not legally permissible.⁷⁶ For similar reasons, the Commission should reject GWI's proposals to defer most or all of the principal payments until the fifteenth year.⁷⁷

The Commission has already gone beyond what the rules require or permit in an effort to accommodate licensees that cannot satisfy their installment payment obligations. For example, it issued a public notice reminding licensees how to employ the grace period exception,⁷⁸ and, shortly thereafter, it suspended the payment deadline for installment payment obligations indefinitely.⁷⁹ The

⁷⁵ The Commission has already recognized, by establishing a ten-year term for installment payments, that a license must be paid for before it can be renewed. Moreover, until GWI has satisfied the conditions of its license, it has no license that can be renewed. It only has conditional rights. The Commission may not rationally renew a conditional license when the licensee has not fully satisfied the conditions. *P&R Temmer v. FCC*, 743 F.2d 918, 928 (D.C. Cir. 1983) (“[A] licensee whose right to the use of a frequency is contingent on satisfying specified conditions has no right to use of the frequency when the conditions are not met. . . . An FCC licensee takes its license subject to the conditions imposed on its use. These conditions may be contained in both the Commission's regulations and in the license. Acceptance of a license constitutes accession to all such conditions. A licensee may not accept only the benefits of the license while rejecting the corresponding obligations.”) (citing *Music Broadcasting Co. v. FCC*, 217 F.2d 339, 342 (D.C. Cir. 1954); *Capital Telephone Co. v. FCC*, 498 F.2d 734, 740 (D.C. Cir. 1974)).

⁷⁶ See Section II.A, *infra*.

⁷⁷ Common to the MCI, Fortnet, and GWI proposals is the notion that C and F block licensees should only be required to pay amount commensurate in net present value with the value of the A and B block spectrum. The C and F block licensees, however, did not bid for spectrum that was to be paid for on the same terms as the A and B block spectrum. While BellSouth would have no objection to prepayment of C and F block installment loans, see *Public Notice* at 2 n.6, such prepayments should make the government whole in terms of net present value. In other words, licensees seeking to prepay their notes would be obligated for repaying all outstanding principal and accrued interest. There is no basis for reducing the value of C and F block loans to be comparable with A and B block spectrum. C and F block licensees entered their bids in full awareness of the installment payment rules, and their bids constitute independent business judgments as to the value of those licenses under the rules then in effect.

⁷⁸ See *Public Notice*, “Reminder to Licenses [*sic*] with Installment Payment Plans: Availability of Grace Periods, DA 97-580 (released Mar. 25, 1997); see also *Public Notice*, “Wireless Telecommunications Bureau Clarified ‘Grace Period’ Rule for IVDS ‘Auction’ Licensees Paying by Installment Payments, 10 F.C.C.R. 10724 (WTB 1995).

⁷⁹ See *Installment Payments for PCS Licenses, Order*, DA 97-649 (released Mar. 31, 1997); *Public Notice*, “FCC Announces Grant of Broadband Personal Communications Services D, E, and F Block Licenses,” DA 97-883, at 2 (released Apr. 28, 1997).

Commission did not need to remind licensees of the rules, and it certainly should not have relieved some licensees of the need to make installment payments. As a result of these steps, however, there is increasing uncertainty as to how the Commission will handle situations where licensees are in default or distress. The Commission should not waive rules tied to economic benefits except in the most extraordinary circumstances, or it will be deluged by speculators seeking handouts as here. The Commission's suspension of the installment payment obligation has, in fact, resulted in numerous requests for similar handouts from those C block winners who had already made their installment payments.⁸⁰

Waivers, extended grace periods, and payment deadline suspensions will serve only to further compound uncertainties concerning the Commission's auction process, "eroding industry confidence in the overall auction program and inhibiting the rapid roll-out of services to the public."⁸¹ Such a result is clearly contrary to congressional intent underlying the adoption of competitive bidding procedures.⁸² BellSouth agrees with Cook Inlet that "strict policies under the rules will deter future speculative excesses by licensees eligible for the auction installment loan program."⁸³ The Commission should firmly reject the MCI, Fortinet, and GWI proposals.

BellSouth also agrees with Cook Inlet that the Commission should immediately end its suspension of the deadline for installment payments and restore all payment obligations unless and until those obligations are modified through rulemaking. Indeed, the Commission's suspension of the payment obligations violates the Commission's authority.⁸⁴ Licensees should be obliged to

⁸⁰ See Barker Letter, Wroblewski Letter, Lesse Letter, Kogan Letter.

⁸¹ Cook Inlet Petition at 8.

⁸² See 47 U.S.C. § 309(j)(4)(B).

⁸³ Cook Inlet Petition at 8.

⁸⁴ See 31 U.S.C. § 3711(a)(3).

abide by the terms of their promissory notes until the terms have been changed in an economically neutral way.

Clearly, the Commission cannot and should not vitiate its rules through broad-scale waivers as a matter of law. This is true of the MCI/Fortunet/GCI attempts to change the basic economic outcome of the auction through manipulation of the installment payment terms, and it is equally true of MCI's waiver proposal concerning ownership attribution⁸⁵ and Fortunet's proposals to modify the C block control group rules, the transfer rules for C block licenses, and the level of foreign equity permitted. These parties are apparently seeking to accomplish their goals through private waiver requests because they recognize that the giveaways they propose could not survive the light of day in an open proceeding;⁸⁶ they may also recognize that the Commission would be barred from granting the relief they seek through rulemaking because the Commission lacks retroactive rulemaking authority, as discussed below.

D. The Commission May Not Change the Fundamental Economic Bargain Established at the Auction By Changing the Rules After the Fact

1. Grant of the MCI, Fortunet, and GWI Requests Would Constitute Unlawful Retroactive Rulemaking

Agencies can engage in retroactive *decisionmaking* in individual cases, but not in retroactive *rulemaking* without specific congressional authority to do so. The Supreme Court squarely ruled

⁸⁵ MCI also asks the Commission to change its attribution rules to allow a single non-attributable investor to hold up to 37.5% of the non-control equity in a C Block licensee, up from the current 25% limit. MCI appears to have chosen the 37.5% figure for strategic purposes — it already has warrants to purchase up to a 12% interest in NextWave, and has an agreement permitting it to acquire additional warrants to purchase 25%, for a total of 37% under certain conditions. Absent its proposed rule change, MCI would not be able to acquire all of these warrants without jeopardizing NextWave's Entrepreneur status.

⁸⁶ MCI urges the Commission not to proceed by rulemaking simply because a rulemaking proceeding would allow "established wireless players" to voice their objections, which could result in delays before the rules are adopted. Sawicki Letter at 3.

in *Bowen v. Georgetown University Hospital* that retroactive rulemaking by an agency is prohibited absent an express grant by Congress to the agency of such authority.⁸⁷ In holding that the rule could not be applied retroactively, the Court stated that the threshold issue was whether Congress had authorized retroactive rulemaking, which it had not done in that case.⁸⁸ The Court unanimously held that “[i]t is axiomatic that an administrative agency’s power to promulgate legislative regulations is limited to the authority delegated by Congress.”⁸⁹ The Court further specified that “a statutory grant of legislative rulemaking authority will not, as a general matter, be understood to encompass the power to promulgate retroactive rules unless that power is conveyed by Congress in *express* terms.”⁹⁰

The MCI, Fortunet, and GWI proposals cited in the *Public Notice* cannot be implemented by the Commission because they would require retroactive rulemaking. They would substantively change the outcome of the auction after the auction has taken place, after the promissory notes have been signed, and after the licenses have been issued. In short, these proposals would fundamentally alter the outcome of the auction — the price to be paid, measured in net present value. If these proposals had been submitted and acted upon *prior* to the auction, potential bidders would have had essential information concerning bidding strategy and valuation, and some aspects of the proposals

⁸⁷ *Bowen v. Georgetown University Hospital*, 488 U.S. 204 (1988).

⁸⁸ *See id.* at 208.

⁸⁹ *Id.*

⁹⁰ *Id.* (emphasis added). The Court cited to its holding in *Brimstone R. Co. v. United States*, 276 U.S. 104, 122 (1928): “The power to require readjustments for the past is drastic. It . . . ought not to be extended so as to permit unreasonably harsh action without very plain words.” *Id.* Justice Scalia, concurring, concluded that the APA disallows retroactive rulemaking. 488 U.S. at 224 (“Where quasi-legislative action is required, an agency cannot act with retroactive effect without some special congressional authorization. That is what the APA says, and there is no reason to think Congress did not mean it.”).

would even have affected bidder eligibility. These changes certainly would have altered the bidding, however they were not submitted and acted upon prior to the auction.

Because the proposed rule changes were submitted only *after* the completion of the auction and licensing process, bidders had no opportunity to consider the effects of such rule changes in preparing for and participating in the auctions. To the contrary, it was clear at the time that irresponsibly high bidders could expect no aid from the Commission. Accordingly, any action on these proposals subsequent to the conclusion of the auction will have the effect, unintended or otherwise, of changing the amount of money they committed to pay the U.S. Treasury. If the FCC were to act on the proposed rule changes after the auction, it would, therefore, be undermining the premises on which the auctions were based and engaging in retroactive rulemaking. Moreover, those who dropped out of the auction based on the rules as they were in effect would be penalized, while those who stayed in and obtained a post-auction rule change would receive unfair relief from their obligations. Because Congress did not expressly authorize the FCC to engage in retroactive rulemaking when it authorized competitive bidding,⁹¹ the FCC cannot change the basic terms of the auction after-the-fact under *Bowen*.

2. The Commission May Engage in Purely Prospective Rulemaking That Does Not Fundamentally Alter the Auction Outcome

While the Commission may not engage in retroactive rulemaking, it may adopt rules that are purely prospective in effect and do not fundamentally alter the outcomes of the completed auctions. BellSouth agrees with Cook Inlet that the Commission should initiate a notice and comment rulemaking to address certain issues concerned with installment payments that are not addressed by the current rules or that do not affect the economic bargain established by the auction. This

⁹¹ See 47 U.S.C. § 309(j).

proceeding would give the Commission an opportunity to resolve the tension or conflict that exists between its role as regulator and its role as creditor.⁹² Among the issues that the Commission might wish to consider are: whether to change from quarterly to annual payments, or give licensees the option to do so; how to deal with licensees in bankruptcy; alteration of procedures for handling defaults and grace periods. In all cases, however, the rules that are proposed and adopted should be designed not to alter the economic outcome of prior auctions.⁹³

BellSouth also agrees with Cook Inlet that the Commission should immediately end its suspension of the deadline for installment payments and restore all payment obligations unless and until those obligations are modified through rulemaking. Indeed, the Commission's suspension of the payment obligations violates the Commission's authority.⁹⁴ Licensees should be obliged to abide by the terms of their promissory notes until the terms have been changed in an economically neutral way.

CONCLUSION

The Commission has already given C and F block licensees substantial advantages over other licensees, in the form of subsidized installment payment financing and bidding credits. All of these advantages were conferred prior to the auction and all bidders knew in advance what the ground rules were. That was a sufficient incentive for smaller companies to participate in the auction. After the auction, it would be unfair to bail out those who overbid of their own free will, at the expense of the U.S. Treasury and the taxpayer. These are not going concerns that must be aided to preserve

⁹² See "Statement of Chairman Reed E. Hundt on the FCC's Fiscal Year 1998 Budget Estimates," before the Subcommittee on Commerce, Justice, State, and Judiciary, House Committee on Appropriations, at 7 (March 13, 1997), <<http://www.fcc.gov/Speeches/Hundt/spreh715.html>>.

⁹³ The Commission should make clear that the MCI, Fortunet, and GWI proposals are beyond the scope of any such rulemaking.

⁹⁴ See 31 U.S.C. § 3711(a)(3).

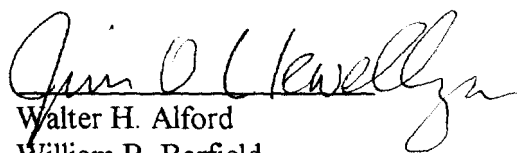
the nation's economy or security — they are, for the most part, holders of licenses only. If these companies go under, there will be plenty of companies ready to bid for their licenses.

The Commission wants to put an end to its "conflicted" roles as regulator and lender. It should do so now, by not allowing giving these subsidized companies another opportunity to raid the Treasury. For the foregoing reasons, BellSouth urges the Commission to deny the MCI, Fortunet, and GWI requests and adopt the policies expressed herein.

Respectfully submitted,

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June 23, 1997.

APPENDIX

Bids in GWI's Markets Exceeding
GWI's Proposed Reduced Gross Price
(Rounds 35-End)

B022	Athens, GA			
	89	7,938,000	2300	GWI PCS, Inc.
	88	7,560,000	2307	Georgia Independent PCS Corporation
	86	7,200,000	2300	GWI PCS, Inc.
	85	6,857,000	2163	Southeast Wireless Communications, L.P.
	84	6,530,000	2300	GWI PCS, Inc.
	83	6,219,000	2163	Southeast Wireless Communications, L.P.
	82	5,923,000	2300	GWI PCS, Inc.
	81	5,641,000	2163	Southeast Wireless Communications, L.P.
	80	5,372,101	2307	Georgia Independent PCS Corporation
	79	5,116,000	2300	GWI PCS, Inc.
	78	4,872,101	2307	Georgia Independent PCS Corporation
	77	4,640,000	2300	GWI PCS, Inc.
	76	4,419,101	2307	Georgia Independent PCS Corporation
	75	4,209,000	2300	GWI PCS, Inc.
	74	4,008,101	2307	Georgia Independent PCS Corporation
	73	3,817,000	2163	Southeast Wireless Communications, L.P.
	72	3,635,000	2307	Georgia Independent PCS Corporation
	71	3,462,000	2163	Southeast Wireless Communications, L.P.
	70	3,297,000	2307	Georgia Independent PCS Corporation
	69	3,140,000	2163	Southeast Wireless Communications, L.P.
	68	2,990,000	2307	Georgia Independent PCS Corporation

GWI Seeks to pay gross price of: 2,976,750

B024	Atlanta, GA			
	68	265,536,000	2300	GWI PCS, Inc.
	67	252,891,000	2305	BDPCS, Inc.
	64	240,849,000	2300	GWI PCS, Inc.
	63	229,380,000	2146	NextWave Personal Communications Inc.
	53	218,457,000	2300	GWI PCS, Inc.
	52	208,054,000	2146	NextWave Personal Communications Inc.
	45	198,147,000	2300	GWI PCS, Inc.
	30	188,711,820	2146	NextWave Personal Communications Inc.

GWI Seeks to pay gross price of: 99,576,000

B079	Chico-Oroville, CA			
	163	7,346,000	2300	GWI PCS, Inc.
	160	6,996,000	2203	New Wave PCS, Inc.
	159	6,663,000	2300	GWI PCS, Inc.
	158	6,346,000	2203	New Wave PCS, Inc.
	157	6,044,000	2300	GWI PCS, Inc.
	156	5,756,000	2203	New Wave PCS, Inc.
	155	5,482,000	2300	GWI PCS, Inc.
	150	5,221,000	2203	New Wave PCS, Inc.
	149	4,972,000	2300	GWI PCS, Inc.
	90	4,735,000	2203	New Wave PCS, Inc.
	89	4,509,100	2301	PCS 2000, L.P.
	84	4,294,000	2203	New Wave PCS, Inc.
	59	4,089,100	2301	PCS 2000, L.P.
	58	3,894,000	2157	New Wave LLC
	56	3,708,100	2301	PCS 2000, L.P.

55	3,531,000	2157	New Wave LLC
54	3,363,100	2301	PCS 2000, L.P.
53	3,203,000	2157	New Wave LLC
49	3,050,100	2301	PCS 2000, L.P.
48	2,904,342	2157	New Wave LLC
47	2,756,000	2157	New Wave LLC

GWl Seeks to pay gross price of: 2,754,750

B151 Ft Myers, FL

78	26,732,000	2300	GWl PCS, Inc.
71	25,459,000	2146	NextWave Personal Communications Inc.
66	24,247,000	2358	DCR PCS, Inc.
54	23,092,000	2186	GO Telecommunications Corporation I
53	21,991,000	2358	DCR PCS, Inc.
35	20,944,000	2338	QUALICOM SYSTEMS, INC.

GWl Seeks to pay gross price of: 10,024,500

B152 Ft Pierce-Vero Beach-Stuart, FL

74	14,386,000	2300	GWl PCS, Inc.
66	13,700,000	2358	DCR PCS, Inc.
54	13,048,000	2186	GO Telecommunications Corporation I
53	12,426,000	2358	DCR PCS, Inc.
35	11,834,000	2270	Antigone Communications Limited Partnership

GWl Seeks to pay gross price of: 5,394,750

B160 Gainesville, GA

82	5,502,000	2300	GWl PCS, Inc.
81	5,240,000	2163	Southeast Wireless Communications, L.P.
80	4,990,000	2300	GWl PCS, Inc.
79	4,752,000	2163	Southeast Wireless Communications, L.P.
77	4,526,000	2300	GWl PCS, Inc.
76	4,310,101	2307	Georgia Independent PCS Corporation
75	4,105,000	2300	GWl PCS, Inc.
74	3,909,101	2307	Georgia Independent PCS Corporation
73	3,723,000	2163	Southeast Wireless Communications, L.P.
70	3,546,000	2307	Georgia Independent PCS Corporation
69	3,377,000	2163	Southeast Wireless Communications, L.P.
68	3,216,000	2307	Georgia Independent PCS Corporation
67	3,063,000	2163	Southeast Wireless Communications, L.P.
66	2,917,000	2307	Georgia Independent PCS Corporation
46	2,778,000	2163	Southeast Wireless Communications, L.P.
45	2,646,100	2369	Meretel Communications, LP
44	2,520,000	2307	Georgia Independent PCS Corporation
43	2,400,100	2369	Meretel Communications, LP
42	2,286,111	2307	Georgia Independent PCS Corporation
41	2,177,100	2369	Meretel Communications, LP
40	2,073,000	2307	Georgia Independent PCS Corporation

GWl Seeks to pay gross price of: 2,063,250

B293	Miami-Ft Lauderdale, FL			
	55	266,654,000	2300	GWI PCS, Inc.
	54	253,956,239	2186	GO Telecommunications Corporation I
	53	240,694,000	2300	GWI PCS, Inc.
	31	229,222,890	2186	GO Telecommunications Corporation I

GWI Seeks to pay gross price of: 99,995,250

B313	Naples, FL			
	74	9,924,000	2300	GWI PCS, Inc.
	71	9,450,000	2146	NextWave Personal Communications Inc.
	67	9,000,000	2154	STARBAND SERVICES LLC
	66	8,400,000	2358	DCR PCS, Inc.
	56	8,000,000	2154	STARBAND SERVICES LLC
	53	7,367,101	2186	GO Telecommunications Corporation I
	33	7,016,000	2338	QUALICOM SYSTEMS, INC.

GWI Seeks to pay gross price of: 3,721,500

B389	Sacramento, CA			
	78	145,110,000	2300	GWI PCS, Inc.
	77	138,200,100	2301	PCS 2000, L.P.
	76	131,619,000	2300	GWI PCS, Inc.
	75	125,351,100	2301	PCS 2000, L.P.
	70	119,382,000	2300	GWI PCS, Inc.
	69	113,697,100	2301	PCS 2000, L.P.
	68	108,283,000	2300	GWI PCS, Inc.
	63	103,127,100	2301	PCS 2000, L.P.
	62	98,216,000	2300	GWI PCS, Inc.
	42	93,539,100	2301	PCS 2000, L.P.
	40	89,085,000	2300	GWI PCS, Inc.
	39	84,840,100	2301	PCS 2000, L.P.
	38	80,800,000	2300	GWI PCS, Inc.
	37	76,865,358	2301	PCS 2000, L.P.
	36	73,058,000	2300	GWI PCS, Inc.
	35	69,576,402	2301	PCS 2000, L.P.

GWI Seeks to pay gross price of: 54,416,250

B397	Salinas-Monterey, CA			
	149	21,962,000	2300	GWI PCS, Inc.
	148	20,916,000	2086	Alpine PCS, Inc.
	145	19,920,000	2300	GWI PCS, Inc.
	144	18,970,000	2086	Alpine PCS, Inc.
	143	18,059,000	2300	GWI PCS, Inc.
	142	17,186,500	2300	GWI PCS, Inc.
	141	16,365,000	2300	GWI PCS, Inc.
	140	15,583,000	2086	Alpine PCS, Inc.
	139	14,841,300	2300	GWI PCS, Inc.
	138	14,133,000	2300	GWI PCS, Inc.
	137	13,460,000	2086	Alpine PCS, Inc.
	73	12,819,000	2300	GWI PCS, Inc.

71	12,209,000	2086	Alpine PCS, Inc.
70	11,628,000	2300	GWI PCS, Inc.
69	11,074,000	2086	Alpine PCS, Inc.
68	10,547,000	2300	GWI PCS, Inc.
63	10,044,397	2086	Alpine PCS, Inc.
62	9,566,000	2300	GWI PCS, Inc.
60	9,110,000	2358	DCR PCS, Inc.
59	8,676,000	2086	Alpine PCS, Inc.
44	8,263,000	2358	DCR PCS, Inc.

GWI Seeks to pay gross price of: 8,235,750

B404 San Francisco-Oakland-San Jose, CA

51	537,675,000	2300	GWI PCS, Inc.
50	512,071,000	2146	NextWave Personal Communications Inc.
45	487,687,000	2300	GWI PCS, Inc.
42	464,463,750	2146	NextWave Personal Communications Inc.
41	440,250,000	2300	GWI PCS, Inc.
40	419,279,000	2146	NextWave Personal Communications Inc.
39	399,313,000	2300	GWI PCS, Inc.
38	380,298,000	2146	NextWave Personal Communications Inc.
37	362,188,650	2300	GWI PCS, Inc.
36	344,941,000	2146	NextWave Personal Communications Inc.
27	328,515,600	2300	GWI PCS, Inc.

GWI Seeks to pay gross price of: 201,628,125

B434 Stockton, CA

102	33,204,000	2300	GWI PCS, Inc.
101	31,623,100	2301	PCS 2000, L.P.
100	30,117,000	2300	GWI PCS, Inc.
99	28,683,100	2301	PCS 2000, L.P.
96	27,317,000	2300	GWI PCS, Inc.
95	26,016,100	2301	PCS 2000, L.P.
94	24,777,000	2300	GWI PCS, Inc.
77	23,597,100	2301	PCS 2000, L.P.
76	22,473,000	2300	GWI PCS, Inc.
52	21,403,100	2301	PCS 2000, L.P.
51	20,383,790	2292	Central Wireless Partnership
49	19,412,100	2301	PCS 2000, L.P.
48	18,487,952	2292	Central Wireless Partnership
46	17,607,100	2301	PCS 2000, L.P.
45	16,768,376	2292	Central Wireless Partnership
44	15,947,100	2301	PCS 2000, L.P.
42	15,187,209	2292	Central Wireless Partnership
41	14,463,100	2301	PCS 2000, L.P.
40	13,774,209	2292	Central Wireless Partnership
39	13,118,100	2301	PCS 2000, L.P.
38	12,493,500	2292	Central Wireless Partnership

GWI Seeks to pay gross price of: 12,451,500

B469 West Palm Beach-Boca Raton, FL

70	67,484,000	2300	GWI PCS, Inc.
66	64,270,000	2358	DCR PCS, Inc.
54	61,209,516	2186	GO Telecommunications Corporation I
53	58,013,000	2300	GWI PCS, Inc.
35	55,245,815	2186	GO Telecommunications Corporation I

GWI Seeks to pay gross price of: 25,306,500

B485 Yuba City-Marysville, CA

151	3,424,000	2300	GWI PCS, Inc.
150	3,261,000	2203	New Wave PCS, Inc.
149	3,106,000	2300	GWI PCS, Inc.
95	2,958,000	2203	New Wave PCS, Inc.
94	2,817,000	2300	GWI PCS, Inc.
93	2,683,000	2203	New Wave PCS, Inc.
92	2,555,000	2300	GWI PCS, Inc.
91	2,433,000	2203	New Wave PCS, Inc.
90	2,317,000	2300	GWI PCS, Inc.
85	2,205,000	2203	New Wave PCS, Inc.
45	2,100,100	2301	PCS 2000, L.P.
44	2,000,000	2203	New Wave PCS, Inc.
43	1,853,100	2301	PCS 2000, L.P.
42	1,764,500	2203	New Wave PCS, Inc.
41	1,680,100	2301	PCS 2000, L.P.
40	1,600,000	2203	New Wave PCS, Inc.

GWI Seeks to pay gross price of: 1,284,000

CERTIFICATE OF SERVICE

I, LaVerne K. Jenkins, hereby certify that copies of the foregoing "Comments of BellSouth" in WT Docket No. 97-82, in response to *Public Notice* DA 97-679, were served via first class U.S. mail, postage prepaid, this 23rd day of June, 1997, to the persons listed below:

Chairman Reed Hundt*
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1919 M Street, N.W., Room 814
Washington, D.C. 20554

Commissioner James Quello *
Federal Communications Commission
1919 M Street, N.W., Room 802
Washington, D.C. 20554

Commissioner Rachelle Chong*
Federal Communications Commission
1919 M Street, N.W., Room 826
Washington, D.C. 20554

Commissioner Susan Ness*
Federal Communications Commission
1919 M Street, N.W., Room 832
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Auctions and Industry Analysis Division
Attention: Sande Taxali*
Wireless Telecommunications Bureau
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Dan Phythyon*
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